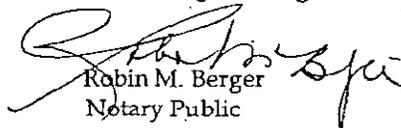


MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF DEFENCE  
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND  
CONCERNING THE FRAMEWORK FOR COOPERATION BETWEEN THE  
DEFENSE INFORMATION SYSTEMS AGENCY  
AND THE  
DEFENCE COMMUNICATIONS SERVICES AGENCY  
(SHORT TITLE DISA/DCSA MOU)

Commonwealth of Virginia  
County of Arlington

On this 24th day of June 2002, I certify that this is a true copy of the above entitled document, the original of which is on file in the office of the General Counsel, Defense Information Systems Agency, 701 S. Courthouse Road, Arlington, Virginia 22204-2199.

  
Robin M. Berger  
Notary Public

My commission expires: July 31, 2003

DISA/DCSA MOU

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## SECTION A - INTRODUCTION

The Department of Defense of the United States of America and the Ministry of Defence United Kingdom of Great Britain and Northern Ireland, hereinafter referred to as the "Participants":

- a. Recognizing the Agreement Concerning Defense Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU and its communications arrangements (CAs);
- b. Recognizing a common interest in defense;
- c. Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of communications systems;
- d. Recognizing the need for the orderly use of space for communications purposes;
- e. Recognizing that the satisfaction of the foregoing requirements may be sought through:
  - i. Shared use of the other's operational satellites;
  - ii. Use of the other's spare satellites;
  - iii. Use of the other's satellite communication system by means of terrestrial interconnection.
- f. Recognizing the Participants each have a requirement to achieve interoperable satellite communications links over the US DSCS satellites between certain of each other's specified earth terminals and associated satellite communications facilities;
- g. Recognizing the Participants each have a requirement to achieve interoperable satellite communications links over the UK SKYNET satellites between certain of each other's specified earth terminals and associated satellite communications facilities;
- h. Recognizing the Participants have a continued requirement to share the facilities available at the Telemetry and Command Station, RAF Oakhanger, under an Implementing Arrangement (IA); and that this IA, negotiated under a previous MOU will be administered under this new DISA/DCSA MOU;

i. Recognizing the Participants have a need for a contingency and interoperability capability to use another's satellites, satellite capacity, satellite ground terminals and interconnect facilities in support of joint and combined operations;

j. Recognizing the UK's requirement for the US to conduct contingency Tracking, Telemetry & Command (TT&C) operations on SKYNET spacecraft as detailed in the US/UK Handback Arrangements Document;

k. Recognizing the benefits that have been enjoyed under the previous US/UK SATCOM MOUs;

l. Recognizing the benefits that can be obtained from an exchange of communication services and capacity including SATCOM and other communications services, including but not limited to commercial transponder bandwidth, US DSN and UK Dual Frequency Telephone Service (DFTS) voice interconnects, US Defense Message System (DMS) and UK X400 interconnects, US and UK VTC interconnections.

Have reached the following understandings.

## SECTION B - OBJECTIVES

1. The objectives of this MOU are as follows:
  - a. Promote mutual identification of communications interoperability and interconnections projects (CIIP) to meet both Participants' critical military operational requirements. The specific level of cooperation and interconnection between DISA's and DCSA's systems will be determined through requirements harmonization discussions conducted by the Participants under this MOU, consistent with their national interests.
  - b. Define and establish the general principles that will apply to the initiation, conduct and management of CIIP established in separate CAs between authorized representatives in accordance with national procedures of the Participants.
2. CAs will be entered into pursuant to this MOU and will incorporate by reference the provisions of this MOU. Each CA will include specific provisions, consistent with this MOU, concerning (but not limited to) the CIIPs objectives, scope, management, financial provisions, contracting provisions, disclosure and the use of information, termination, entry into effect, and duration. A sample CA format is provided at Annex A. In the case of a conflict between the provisions of this MOU and a CA, the MOU will govern; however a CA may contain specific provisions which are not contained in this MOU, but are relevant to the implementation of the CA. These provisions are not to conflict with the provisions in the MOU. A legal review of each annex will be required to include a determination of whether the proposed annex is within the scope of this MOU.

## SECTION C - SCOPE

1. The scope of CAs under this MOU will encompass the interconnection and interoperability of the communications systems and services of DISA and DCSA, and the exchange of communications services and capacity between DCSA and DISA. This includes but is not limited to the exchange of communication services and capacities for SATCOM, to commercial transponder bandwidth, US DSN and UK DFTS voice interconnects, US DMS and UK X400 interconnects, US and UK VTC interconnections.
2. Information exchange for the purposes of harmonizing the Participants' respective communications requirements, and for formulating, developing, and negotiating CAs is permitted under this MOU.
3. This MOU does not exclude the Participants from entering into any other arrangements in the communications interoperability and interconnection area with non-participants.
4. The Participants, by developing and implementing these communications arrangements to exchange communications services and capacity will be able to develop more flexible and interoperable services and systems than could otherwise be realized.
5. The exchange of capacity or services between the Participants under the arrangements set out in this MOU will only be used for national security purposes.

## SECTION D - MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

1. The Director DISA (or their equivalent in the event of reorganization) is designated US DISA/DCSA MOU principal. The Chief Executive of DCSA (or their equivalent in the event of reorganization) is designated UK DISA/DCSA MOU principal.
2. This MOU establishes an executive committee (EC) to act on behalf of the Participants. The Principal Director for Operations DISA or his/her designated representative will act as the US EC representative. The Director Operations DCSA or his/her designated representative will act as the UK EC representative. The EC will normally meet on an annual basis with additional meetings held at the request of either representative. The representative of the Participant hosting the meeting will chair each meeting of the EC. The EC will be responsible for:
  - a. Identifying and reviewing of proposals regarding future CIIP cooperative projects.
  - b. Overseeing the Participant's communications requirements harmonization activities under this MOU and the information exchange activities conducted to support this process.
  - c. Establishing appropriate CAs in accordance with national procedures of the Participants.
  - d. Exercising broad executive level oversight of CIIP cooperative arrangements under this MOU.
  - e. Maintaining oversight of the security aspects of the MOU and its CAs.
  - f. Promptly appraising and consulting on matters that affect this MOU and resolving of any issues brought forward by appropriate management officials as provided in CAs.
  - g. Recommending amendments to this MOU to the Participants if the Participants approve such a recommended amendment as prudent. After consenting to the amendment the Participants shall process it for adoption through their respective national procedures.
  - h. Reviewing the annual financial balance of the communications services and systems exchanged under this MOU.
3. CIIP cooperative projects will be managed in accordance with the management structure established in specific CAs. Each CA will normally

contain a management structure that consists of a Coordinating Team (CT) and project officers (POs) as described below:

- a. The CT shall consist of a senior representative from each country both of whom shall chair the CT. Each country will decide upon the designation of the senior representative. Each CT will appoint a Project Officer as deemed appropriate. Other team members will be designated by each country as appropriate.
  - b. The CT will meet on a periodic basis, as required, to resolve specific issues raised by POs and receive progress reports from the POs. All decisions of the CT will be made unanimously. Any issues that cannot be resolved will be referred to the EC.
  - c. The senior representative of the CT of the Participant hosting the EC meeting will be responsible for briefing the EC on that CT. The brief to the EC is to be agreed by the whole CT prior to presentation to the EC.
  - d. The POs identified in each CA will be responsible for day-to-day implementation of the scope of that CA. For matters under their cognizance, the POs will be responsible for:
    - i. Developing a management plan in accordance with provisions of the CA for approval by the CT.
    - ii. Managing the cost, schedule, technical and financial aspects of the CA.
    - iii. Referring issues to the CT that cannot be resolved by the POs.
    - iv. Providing progress reports to the CT as necessary.
4. At its discretion a Participant may invite representatives of the other Participant to its national oversight groups. The terms of reference in such groups will be described in the CA.

## SECTION E - PROCUREMENT

1. If either Participant wishes to install a limited amount of its own communications equipment, including documentation and spares; at the other's nominated communications facilities to implement effectively the interoperability and interconnection arrangements of the MOU, planning, installation, maintenance, and operation of such equipment will be as mutually determined between the Participants in the particular CA.
2. If either Participant wishes to provide a limited amount of its own cryptographic equipment, including spares and documentation, to implement effectively the interoperability and interconnection arrangements of this MOU, planning, installation, maintenance and operation of such equipment will be as mutually decided between the Participants in the particular CA.
3. Maintenance of the equipment defined in paragraphs 1 and 2 of this section and furnished to the other Participant's communications facilities where possible will be carried out by the resident personnel with spares or costs of parts reimbursed by the Participant supplying the equipment. All risk of loss of, or damage to, the equipment and related materials due to negligence of the receiving Participant during the provisions of this MOU and until their return to the supplying Participant will be borne by the receiving Participant.
4. The Participants will each lease such interconnection and transmission facilities to meet the requirements of this MOU and particular CAs, if these cannot be made available through separate mutual arrangement between the Participants. The costs of such leasing will be borne by the using Participant.

## SECTION F - SECURITY

1. Any classified information or material exchanged or generated under the provisions of this MOU will be protected in accordance with the US - UK General Security Agreement of 14 April 1961, as amended, and including the Industrial Annex thereto, dated 18 April 1984.
2. Each Government will take all lawful steps available to it to keep information exchanged in confidence under this MOU free from disclosure under any legislative provision, unless the other Government consents to such disclosure.
3. To assist in providing the desired protection, each Government will mark such information furnished to the other with a legend indicating the country of origin, the security classification, the conditions of release, and the fact that the information relates to this MOU and that it is furnished in confidence.
4. Information provided by either Government to the other in confidence, and information produced by either Government pursuant to this MOU requiring confidentiality, will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure. To ensure this end, classified information will either retain its original classification, or be assigned a classification that will ensure a degree of protection against disclosure equivalent to that required by the other Government.
5. Each Participant will permit visits to its Government establishments, agencies and laboratories, and contractor industrial facilities by employees of the other Participant or by employees of the other Participant's contractor(s), provided that the visit is authorized by both Participants and the employees have appropriate security clearances and a need-to-know.
6. All visiting personnel shall comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and shall be subject to the provisions of this MOU.
7. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visitation procedures of the host country. Requests for visits will bear the name of the Program/Project and shall be submitted in accordance with International Visit
8. Procedures as described by Multi-national Industrial Security Working Group (MISWG) Document No. 7 or DOD Directive 5230.20, "Visits and Assignments of Foreign Representatives", 24 April 1992, as appropriate.

9. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant will be submitted through official channels in accordance with the recurring International Visit Procedures.

## SECTION G - CONTRACTING CHARGES AND PAYMENTS

1. Any contracts placed by either Participant for procurement of equipment or services in connection with this MOU, will be in accordance with the contracting Participant's normal contractual procedures with such waivers and deviations as are deemed necessary, insofar as existing national laws and regulations permit, to give full effect to the provisions of this MOU.
2. Insofar as existing laws and regulations permit, and in any event to the extent required by applicable international arrangements, each Participant will endeavor to ensure that readily identifiable taxes, customs duties, and similar charges are not imposed on material shipped to or from the US or UK for the purpose of implementing this MOU. If customs duties or identifiable taxes are levied, they will be borne by the government of the country in which they are levied.

## SECTION H - IMPLEMENTATION

1. Arrangements for familiarization and general personnel administration of any personnel required for joint manning of communications facilities will be as decided upon by the Participants.
2. Subject to the terms of this MOU and the availability of appropriated funds for such purposes, the activities of the Participants under this MOU will be carried out consistent with their national laws. Each CA will identify services provided under this MOU including the terms for their valuation. Any changes to these values will be by mutual decision of the Communications Authorities as advised by the Financial Authorities advising the national principals to this MOU. The net balance of all CA accounts will be aggregated as of the same date annually to determine whether the overall exchange of communications support and related supplies and services under this MOU has been equal or unequal.
3. Each CA will contain information concerning the installation, operation, maintenance, logistics and training relating to equipment provided by one Participant for use at the other's communications facilities as may be required to implement arrangements within this MOU.

## SECTION I - GENERAL EXCHANGE OF INFORMATION

Insofar as it can do so without incurring liabilities to third parties and subject to established policies, procedures and regulations, each Participant will disclose or cause to be disclosed to the other such information as may be necessary for the purposes of this MOU. Any information provided under this MOU shall be used solely for the purpose of this MOU unless otherwise approved in writing by the providing Participant.

## SECTION J - RELEASE OF UNCLASSIFIED INFORMATION TO THE PUBLIC

The release of unclassified information (formal releases or answer to queries) to the press or public will be subject to the regulations governing such disclosure by the governments of both Participants.

## SECTION K - CLAIMS AND LIABILITIES

1. Claims arising under this MOU will be dealt with under Paragraph 1 of the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993.

2. The Participants have entered into this MOU with the understanding that the overall exchange of communications services, support and related supplies and services to be undertaken pursuant to this MOU as reflected in appropriate CAs, will be an exchange of equivalent value and that there should consequently be no requirement for liquidation payments. If actual practice demonstrates that the value of the communications support and related supplies and services being exchanged is not equivalent, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits or liabilities resulting from an unequal exchange of communications support and related supplies and services during the term of this MOU will be liquidated by direct payment to the Participant having provided the greater amount of communications support and related supplies and services. Such payments will be made at the termination of this MOU.

3. The Participants intend all communications arrangements made under this MOU constitute logistics support, as described in Paragraph 5 of the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993. Specifically, the Participants intend the term "communications services," as used in the 27 May 1993 Agreement, encompasses all "communications arrangements" undertaken pursuant to this MOU, including communications services, equipment, support and related supplies and services. The Participants intend the term "accounting," as used in the 27 May 1993 Agreement, encompasses "equivalent exchanges of communications support" and the term "payment," as used in the 1993 Agreement encompasses a "liquidation payment."

## SECTION L - DISPUTES

Any dispute regarding the interpretation or application of the MOU will be resolved by consultation between the Participants, and will not be referred to any national or international tribunal or any third party for settlement.

SECTION M - ENTRY INTO EFFECT, DURATION AND TERMINATION

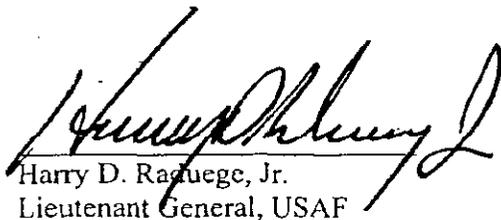
This DISA/DCSA MOU between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland will enter into effect upon signature by the authorized representatives of the Participants and will remain in effect for five years unless terminated by either Participant. It may be extended by written consent of the Participants upon 60 days notice.

SECTION N - SIGNATURES

In witness thereof, the undersigned, being duly authorized by their respective governments, have signed this arrangement.

On behalf of the Secretary of Defense  
of the United States of America

On behalf of the Secretary of State  
for Defence of the United Kingdom of  
Great Britain and Northern Ireland



Harry D. Raguege, Jr.  
Lieutenant General, USAF  
Director,  
Defense Information Systems Agency

in Adlington, Virginia

on 13 June 2002



Rees G J Ward CB  
Rear Admiral  
Chief Executive,  
Defence Communications Services Agency

in Corsham Wiltshire

on 17 June 2002

TEMPLATE

ANNEX A

TO THE

DISA/DCSA MEMORANDUM OF UNDERSTANDING

DATED MM/DD/YY

COMMUNICATIONS ARRANGEMENT NO. DISA-DCSA CA NO XXXX

BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF

AMERICA

AND

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT

BRITAIN AND NORTHERN IRELAND

CONCERNING

(FULL TITLE OF THE COMMUNICATIONS ARRANGEMENT)

## INTRODUCTION

This Communications Arrangement (CA) is entered into pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning The Framework for Cooperation Between The Defense Information Systems Agency and the Defence Communications Services Agency of MM/DD/YY, the provisions of which are hereby incorporated by reference.

## DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this CA that have not been defined in the DISA/DCSA MOU).

## OBJECTIVES

The objectives of this \_\_\_\_\_ Communications interoperability and interconnection project are:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

## ALLOCATION OF TASKS

The allocation of tasks to meet the objectives will be as follows:

- a. The DoD will \_\_\_\_\_
- b. The MOD will \_\_\_\_\_
- c. DoD and MOD will jointly \_\_\_\_\_

## MANAGEMENT

The following CA management structure will operate under the authority of the DISA/DCSA MOU management authorities set out in Section xx of the DISA/DCSA MOU.

Coordination Team:

Members

Title/Position

Organization

Contact Details

(This section will describe the frequency of meetings, the arrangements for hosting and chairing of management meetings and the arrangements for reporting to the principals of the DISA/DCSA MOU)

#### EXECUTION

(This section will describe the arrangements for the day-to-day operation of the services provided under the CA. It may also call out specific SOPs for the use of the services or for their implementation at short notice. It will also describe the technical and engineering aspects and constraints of any CA.)

#### FINANCIAL ARRANGEMENTS

(This section sets out the terms for establishing values for the services provided under this CA, and any arrangements for modifying these terms.)

#### SPECIAL CONTRACTING ARRANGEMENTS

(This section will contain any special contract provisions that are needed to invoke this CA.)

#### COMMUNICATIONS ARRANGEMENTS AND JOINTLY ACQUIRED EQUIPMENT

(This section will describe the provisions for any equipment used to implement this CA. This may include the support arrangements for any equipment of one participant in the other participant's facilities, or for the support arrangements of any equipment or interfaces that are jointly procured to enable this CA.)

#### SPECIAL DISCLOSURE AND USE PROVISIONS

(Special provisions relating to disclosure and use of information under this CA may be included here).

#### ENTRY INTO EFFECT, DURATION AND TERMINATION

This Annex is effective on the date signed by the Participants and will expire by mutual agreement on any date, but no later than the expiration date of the underlying MOU.

On behalf of the Secretary of Defense  
of the United States of America

On behalf of the Secretary of State  
for Defence of the United Kingdom of  
Great Britain and Northern Ireland

\_\_\_\_\_  
Lieutenant General, USAF  
Director,  
Defense Information Systems Agency

\_\_\_\_\_  
Rear Admiral  
Chief Executive,  
Defence Communications Services Agency

in \_\_\_\_\_  
  
on \_\_\_\_\_ 2002  
On behalf of the Secretary of Defense  
of the United States of America

in \_\_\_\_\_  
  
on \_\_\_\_\_ 2002  
On behalf of the Secretary of State  
for Defence of the United Kingdom of  
Great Britain and Northern Ireland

\_\_\_\_\_  
  
in \_\_\_\_\_  
  
on \_\_\_\_\_ 2002

\_\_\_\_\_  
  
in \_\_\_\_\_  
  
on \_\_\_\_\_ 2002